REMARKS

This Amendment responds to the Office Action of December 23, 2005. Claims 1-24 remain in this application. None of the claims are currently amended. Claims 1, 7, 13, and 22-24 are independent.

The Office Action rejected all 24 of the pending claims under 35 U.S.C. § 102(e) as being anticipated by Hausman (U.S. PG Pub. No. 2004/0030632). Applicant respectfully traverses the rejection.

Claim Rejections Under 35 U.S.C. § 102(e), Based On Hausman

Claims 1-24 are directed to various aspects of enabling a sender of a financial message adhering to a publicly-known field delimited protocol, such as the Financial Information Exchange (FIX) Protocol, to communicate a coded message having a meaning outside of the publicly-known protocol. The FIX Protocol is an open standard specification for automating the trading of financial instruments that members of the financial community originated in 1992. The FIX protocol was created for the purpose of streamlining a pre-existing manual process with a uniform, direct, computer-to computer mechanism for communicating interests in buying and selling, orders to buy and sell, and reports of purchases and sales of financial instruments. The present invention provides the benefits of removing the constraints of the specifications of the publicly-known field delimited protocol (*i.e.*, enabling buyers and sellers to communicate using messages other than the particular messages that are specified within the protocol), without adding

additional cost or losing the benefits of using a publicly-known protocol for trading

financial instruments.

Claim 1 recites:

A method for securely communicating financial information, comprising:

receiving over an electronic computer network a message communicated according to a field delimited communication protocol pursuant to which the message comprises a financial data field and a field value corresponding to the financial data field and the message has a standard, publicly-known meaning within the field delimited communication protocol;

and <u>interpreting said message according to a coded meaning defined to be</u> <u>different than the standard, publicly-known meaning within the field delimited</u> <u>communication protocol.</u>

Hausman is directed to the trading of financial interests, and in particular to

programs, methods, and systems for variable pricing and conditionally making available

proposals for trading of financial instruments. (Hausman, ¶ 0004.) Husman does

reference embodiments in which messages are optionally formatted according to the FIX

Protocol. (*See, e.g.*, Hausman ¶¶ 0041, 0054.) However, Hausman does not teach,

disclose, or suggest interpreting messages in the FIX Protocol to according to a coded

meaning defined to be *different* than the standard, publicly-known meaning. Thus, it

does not teach, disclose, or suggest interpreting said-message according to a coded

meaning defined to be *different* than the standard, publicly-known meaning within the

field delimited communication protocol as recited in amended Claim 1. Claims 7, 13, 22,

23, and 24 are also patentably distinct from Hausman for at least the same reason.

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For example, in the FIX Protocol tag number 38 is assigned to the number of shares ordered. A sender wishing to order 5000 shares would send the a message with tag number 38 followed by and equal sign (=), followed by the actual number of shares ordered, for example 5000, for a quantity ordered field entry of "38=5000." (Specification ¶ 0006.) However, in systems utilizing or derived from the FIX protocol, the message sender and receiver are constrained by the specifications of the protocol. (Specification ¶ 0007.) In other words, buyers and sellers cannot interpret messages other than within the FIX specification. (*Id.*) In "active" systems where the sender's request is distributed to a plurality of receivers, the exact request is known to all receivers, even where the sender may desire to keep the information confidential. (*Id.*)

In accordance with one embodiment of the present invention, on the other hand, a message otherwise communicated according to the FIX Protocol may have coded meaning that is *different* from the standard, publicly-known meaning. For example, in one embodiment, a buyer B may define that when a seller A inputs only a single digit in the quantity field of a tag 38 entry, the single digit is a coded message signifying a purchase order of a "single digit" x 10,000. (Specification ¶ 0031.) For example, where a seller A inputs "38=5," buyer B would not interpret the message as an order for 5 shares (FIX meaning), but as an order for 50,000 shares (*different* from the FIX meaning). (*Id.*) Applicant has found no teaching or suggestion of this in Hausman.

The Office Action states that Hausman teaches interpreting the message according to a coded meaning defined to be different than the standard publicly-known meaning

within the field delimited protocol. (Office Action at 3, citing Hausman, Figs. 1, 4, and 5; ¶¶ 0005-00012, 0032, 0040, 0058.) Applicant respectfully disagrees. None of the portions of Hausman cited in the Office Action teach, disclose, or suggest interpreting the message according to a coded meaning defined to be *different* than the standard publicly-known meaning within the field delimited protocol.

Paragraphs 0005-0012 of Hausman generally describe programs, methods, and systems for associating a proposal for a trade in at least one financial interest with at least one other financial interest or index, which may serve as a reference for effecting a condition of the proposal. (Hausman ¶ 0005.) For example, a trade in Micorsoft stock can be proposed using a price associated with an actual or proposed trade in IBM stock as an index. (*Id.* ¶ 0010.) Paragraph 0058 of Hausman references an interface that enables a user to tie or peg an order, stated in terms of a first currency, for trading in a second currency, to a price limit in a third currency, so that terms for a posted order for the first currency are released, or made available, to other traders using the system when, or suspended as long as, the price of the third currency maintains a specified relationship to the specified limit. None of these portions of Hausman have anything to do with interpreting a message according to a coded meaning defined to be *different* than the standard publicly-known meaning within the field delimited protocol.

As noted above, Hausman does disclose optionally using the FIX protocol in connection with programs, methods, and systems for associating a proposal for a trade in at least one financial interest with at least one other financial interest or index described

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in Hausman, but that is not the same as using the FIX protocol in a manner in which FIX protocol messages are interpreted according to a coded meaning defined to be *different* than the standard publicly-known meaning within the FIX field delimited protocol. That is not disclosed, taught, or suggested in Hausman.
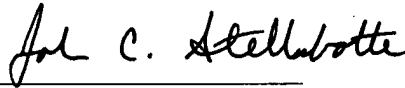
Thus, Applicant respectfully disagrees with the Office Action that Hauk et al. anticipates any of claims 1-24. Dependent claims 2-6 and 14-21 are patentably distinct from the prior art of record for at least the reasons described above. Applicant therefore respectfully requests that all of the rejections based on Hausman be withdrawn.

Conclusion

In light of the foregoing amendments and remarks, Applicant respectfully submits that Claims 1-24 are patentably distinct over the prior art of record and that the application is in proper form for allowance of all claims. Applicant respectfully and earnestly solicits a notice to that effect.

Respectfully submitted,

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Date: March 14, 2006

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